

OK 9/21/09 9:01:42  
OK DK T BK 3,081 PG 348  
OK DESOTO COUNTY, MS  
OK W.E. DAVIS, CH CLERK

**CORRECTED  
DEED OF TRUST**

PART OF THE NW 1/4 OF S-36, T-3S, R-6W,  
Indexing Instructions: DESOTO COUNTY, MS  
Loan No. 50154

LENDER: GULFCO OF MISSISSIPPI, INC.

D/B/A TOWER LOAN OF OLIVE BRANCH

BORROWER and Address and Telephone No.: PERCY JACKSON AND RUBY JEAN JACKSON 662-233-1133  
5400 ALLEN RD. HERNANDO (DESOTO), MS 38632

TRUSTEE: John E. Tucker, Post Office Box 320001, Flowood, MS 39232-0001

(a) "Borrower" means all persons signing below, whether one or more.

(b) "Promissory Note" means that certain promissory note and security agreement signed by Borrower to lender dated SEPTEMBER 10, 2009  
with a Total of Payments of \$ 27840.40 due in 48 consecutive equal monthly installments of  
\$ 580.00 the first of which is due on OCTOBER 20, 2009

(c) "Indebtedness" means (i) the unpaid balance of the Total of Payments on the Promissory Note; (ii) any other or future debt from any  
Borrower to Lender; and (iii) any voluntary payments made by Lender under this Deed of Trust. For good consideration, Borrower  
conveys and warrants to Trustee the following real property (the "Property") situated in DESOTO County,  
Mississippi more particularly described as

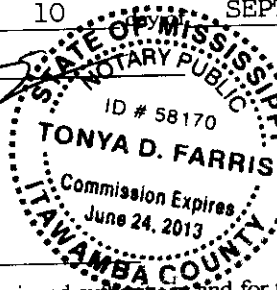
"SEE EXHIBIT A"

This conveyance is subject to the following terms:

1. This conveyance is in trust to secure the prompt payment of the Indebtedness. If all Indebtedness shall be promptly paid as and when due, then this conveyance shall be null and void; otherwise, it shall remain in full force and effect.
2. Borrower shall pay all taxes and other charges levied against the Property and shall keep the improvements insured by a company authorized to do business in Mississippi, against loss or damage by fire, storm or other hazards in an amount at least equal to the Indebtedness due the Lender with a standard mortgagee clause in favor of Lender. Borrower shall furnish Lender with a copy of all insurance policies on the Property.
3. Borrower will not abandon Property or commit waste or allow waste to be committed. Borrower shall make all needed repairs to keep the Property in a condition equal to its condition on the date hereof. Lender, and anyone authorized by Lender, may enter and inspect or appraise the Property, at Lender's option, during reasonable hours.
4. Upon Borrower's failure to pay any other lien or deed of trust, taxes, insurance premiums, or cost of repairs, the Lender may pay (but is not required to) the same or make such repairs; and the amount thereof will become a part of the Indebtedness with interest at 110% per annum. Borrower shall immediately repay all such amounts upon Lender's demand.
5. Borrower shall be in default upon the happening of any of the following events: (a) Failure to pay as and when due the indebtedness evidenced by the Promissory Note; (b) Default of any obligation secured hereby or in the performance of any covenant contained herein or in the Promissory Note; (c) If this deed of trust is subordinate to any other deed of trust or lien of any kind, default in the payment of such prior deed of trust or lien; (d), Sale or transfer of the property by Borrower (excluding (i) a transfer by devise, descent, or operation of law upon the death of Borrower, or (ii) the grant of a leasehold interest of one year or less not containing an option to purchase); or (e) Upon Lender reasonably deeming itself to be insecure.
6. If, upon default Lender employs an attorney to collect this indebtedness or enforce this deed of trust, Borrower agrees to pay all costs including a reasonable attorney's fee.
7. Upon default, Lender may declare the entire unpaid balance secured hereby with interest and other proper charges, immediately due and payable, without notice to Borrower. At the request of Lender, Trustee shall sell the property and land according to Mississippi Code of 1972, Section 89-1-55. Lender may purchase at such sale. From the foreclosure sale proceeds, Trustee shall pay in this order: all costs of the sale, including reasonable compensation to the Trustee; the Indebtedness; any subordinate lien holder; and any balance remaining to the Borrower.
8. Lender may appoint another person to act as Trustee herein, and such Substituted Trustee shall have all authority and powers invested in the original Trustee. The Trustee or Substituted Trustee herein may appoint an agent, either verbally or in writing, to conduct a Trustee's sale hereunder. Such appointment of agent need not be recorded.
9. Any waiver by Lender of any default shall not operate as a waiver of any other default or the same default on a future occasion.
10. The term "Borrower" shall mean all persons signing below, each of whom shall be jointly and severally liable hereunder.

WITNESS our signatures this the 10 SEPTEMBER 2009

WITNESS



Percy Jackson  
BORROWER PERCY JACKSON  
Ruby Jean Jackson  
BORROWER RUBY JEAN JACKSON  
BORROWER

STATE OF MISSISSIPPI  
COUNTY OF Desoto

Personally appeared before me, the undersigned authority, in and for the said county and state, on this 10<sup>th</sup> day of September  
2009, within my jurisdiction, the within named Percy Jackson and Ruby Jean Jackson, who acknowledged that they  
executed the above and foregoing instrument.

Witness my hand and seal of office this 10<sup>th</sup> day of September 2009

NOTARY PUBLIC

My Commission Expires: 06-24-2013

Nat-003 (Rev. 4/09)

RETURN TO:  
HOME-LAND TITLE  
P.O. BOX 321408  
FLOWOOD, MS 39232

Home-Land Title & Abstract File J-903960

**EXHIBIT "A"**

FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 6 WEST IN DESOTO COUNTY, MISSISSIPPI, SUCH POINT BEING THE POINT OF BEGINNING PROCEED NORTH 01 DEGREES 16' FOR 200.1 FEET TO AN IRON PIN; THENCE NORTH 90 DEGREES 00' EAST FOR 655.6 FEET TO AN IRON PIN; THENCE SOUTH 00 DEGREES 00' FOR 200.0 FEET TO A POINT; THENCE SOUTH 90 DEGREES 00' WEST FOR 651.2 FEET TO AN IRON PIN, SUCH POINT BEING THE POINT OF BEGINNING. SAID PLOT CONTAINS 3.0 ACRES, MORE OR LESS, NOTE, A 30.0 FOOT WIDE ACCESS EASEMENT IS DEFINED ALONG THE WESTERN BOUNDARY OF SAID PLOT.

A PLAT OF THE ABOVE DESCRIBED LAND WAS MADE BY I. R. JENKINS, PE AND LS, DATED JULY 26, 1987, A COPY OF WHICH IS RECORDED IN DEED BOOK 198 AT PAGE 68 OF THE LAND DEED RECORDS OF DESOTO COUNTY, MISSISSIPPI.

**\*\*\* THIS IS BEING RE-RECORDED TO CORRECT THE LEGAL\*\*\***

RETURN TO:  
HOME-LAND TITLE  
P.O. BOX 321408  
FLOWOOD, MS 39232